

Date

Owner
Address
City, State, Zip

Re: SR
RW, C.S.
FA No.
RW Plan Sheet of Sheets
Parcel Number

Dear:

The State of Washington, Department of Transportation (WSDOT) plans to proceed with the above-titled public project. As a part of the project, we need to purchase your property and/or property rights identified on the "Right of Way Plan" by the "parcel number" listed above. The bearer of this letter is the department's agent in completing this transaction.

Your property has been examined by qualified appraisers and appraisal reviewers who have carefully considered all the elements which contribute to the market value of your property. By law, they must disregard any general increase or decrease in value caused by the project itself. Based upon the market value estimated for your property,
(enter Options 1, 2, 3, 4, 5, 6, or 7. and appropriate additional clauses A through H, as listed)

Option No. 1: (Total acquisition)

Our offer is \$ for (front feet, square feet, acres) of land and (house, garage, pump house and pump, etc.)

(add clauses C, D, E, F, and H, as required)

Option No. 2: (Partial acquisition)

Our offer is \$. This offer consists of \$ for (front feet, square feet, acres) of land (access rights) and (house, garage, pump house and pump, etc.) and \$ for all (severance or proximity) damages.

(add clauses A, B, C, D, E, F, G, and H as required)

Option No. 3: (Used for less than fee acquisition)

Our offer for (an easement, permit, etc.) across the portion of your property needed for the project is \$. This offer consists of \$ for (loss in market value, damages) to your property and \$ for (list any improvements acquired).

(add clauses B, C, D, E, F, and G, as required)

Option No. 4: (Used for acquisition of access rights only.)

Our offer for the purchase of access rights is \$.

(add clauses A, B, D, E, F, and H as required)

Option No. 5 (Used when administrative offers made and no appraisal was completed. The paragraph stating that an appraisal was made must be eliminated from the offer letter)

An administrative offer of \$ is being made for your property or property rights. This offer consists of *(Enter appropriate additional language from Options 1, 2, 3, or 4 and appropriate Additional clauses A through H as required)*

Note: If the AOS states that amount is per minimum payment policy, then add the following verbiage “per WSDOT’s minimum payment policy”

An administrative offer (based on market research) is used when the property rights being acquired involve compensation of less than **\$25,000**. If you feel an appraisal is necessary, the department will have one prepared.

Option No. 6 (Used when parcel is subject to leasehold or multiple interests):

Our total offer is \$. This lump-sum offer consists of \$ for the real property being acquired and \$ for the damages to the remaining real property.

Although the state has provided a summary of the elements of its offer, state law provides for a lump-sum determination of the total amount of damages which should result to all persons, tenants, and encumbrancers who have an interest in the property being acquired (RCW 8.04.110). The department is willing to enter into separate settlements for the separate items that are being acquired or damaged when all parties have agreed to their separate settlements.

Both (property owner) and (sign owner or lessee) must take part in the final settlement of this property acquisition. Payment for your property interest will be made available to you as a lump-sum approximately 45 days after you accept the department’s offer, provided that there are no delays in closing the transaction. If the parties decide on a distribution amount owed to each of them, the department will issue separate warrants upon the request of all parties. The date on which payment is made available to you is called the “Payment Date.” On that date, the state becomes responsible for the control and management of the property and/or property rights purchased.

(Separate offers will be made to the tenant for the tenant owned improvements considered to be part of the real estate and to the owner for fee owned improvements and the land. Separate settlements will not be made without all parties to the transaction being in agreement. If the parties are not in agreement, the parcel will be referred to the Attorney General’s Office for litigation and one lump sum payment will be made into the registry of the court).

Option No. 7: (Advance Acquisition, voluntary acquisitions, and acquisitions prior to Findings and Order; delete the following paragraph):

If you decide to reject the state’s offer, the state, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State constitution and laws, the Attorney General will file a condemnation suit to obtain a “Court Order of Public Use and Necessity,” and a trial will be arranged to determine the just compensation to be paid for the property.

Note: We will not or cannot condemn.

WSDOT will also pay Real Estate Excise Tax on these voluntary transactions.

Clause A: (If there is an uneconomic remnant, add):

It has been determined that the acquisition of the needed right of way will leave you with a remainder containing an area of . If you wish to keep this remainder, you may do so; however, if you prefer to sell it, the state will pay you the remaining value of \$ for that property. This would be in addition to the amount offered in this letter for the purchase of the needed property.

Clause B: (Used in cases involving special benefits. Clear copies of RCW Chapter 8.25.210 through 8.25.260 are attached to the owner's copy of the Offer letter, and the following clause is added to the letter):

The department's appraiser(s) conclude(s) that the completion of this project enhances the market value of your remaining property in the amount of \$ (Item 1 below), therefore, special benefits in the amount of \$ (Item 2 below) have been deducted in computing the offer. To inform you of optional methods for settlement of benefit cases, we have included herewith RCW Chapter 8.25.210 through 8.25.260. The undersigned agent is not authorized to explain or discuss the options provided in the statutes. If you require interpretation, we advise that you seek counsel of your choice.

Item 1: Enter the total amount of special benefits as shown on the approved determination of value.

Item 2: Enter the amount of special benefits that have been deducted in computing the offer. This amount cannot exceed the total of the market value of the property being acquired and the amount of damages, if any, to the remainder of the property.

Clause C: (If there are salvageable improvements affected and salvage was approved in advance, add):

If you choose to keep the improvements and remove them from the site, you may acquire the right to salvage these improvements by paying the salvage value of \$ and by posting a performance bond of \$. Both of these may be paid by deducting them from the amount of the purchase price offered.

Clause D: (If owner or tenant is making no use of land/rights to be acquired, add):

The state will acquire occupancy of the property on the "payment date" as defined in this letter.

Clause E: (If the acquisition will result in the displacement of person or personal property, add):

Owners and tenants of dwellings, businesses, farm operations, or non profit organizations being displaced cannot be required to move from the referenced property without being given a written assurance of at least 90 days prior to the date by which they will be required to vacate the property. In most cases, WSDOT will provide this assurance in the relocation letter entitled, "Notice of Relocation Eligibility, Entitlements, and 90-Day Assurance". Occupancy of the property beyond the date the state acquires possession will require that a rental agreement be signed and rent be paid. If the occupant vacates the property within 30 days after the "payment date", the state will refund all prepaid rent.

Clause F; (If there are tenants in occupancy and the owner's salvaged improvements or personalty is to be removed, add):

By execution of a rental agreement with the state, you will be permitted a reasonable length of time to salvage improvements and/or to remove personal property after the date the property is vacated by any tenants now occupying or using the property.

Clause G: (If access to a remainder is by a frontage or service road to be constructed, add):

The state's plan provides for access to your remaining property by a roadway to be constructed. This offer is based on that premise. You are hereby informed, however, that construction of said roadway may be delayed until after construction of the main highway itself. In the interim, you will be provided with temporary access directly to the main highway. This temporary access will be closed and cease to exist when said roadway is constructed and operational.

Clause H: (If acquiring residential properties, add):

RCW 64.06 provides for a disclosure statement from sellers of residential property including multi-family dwellings up to four units and condominiums unless the Purchaser elects to waive the necessity of said statement. The State of Washington, Department of Transportation, as Purchaser of your property, does hereby waive the necessity of your providing the disclosure statement.

Payment for your property and/or property rights will be made available to you by certified mail approximately 45 days after you accept the department's offer, provided that there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the state becomes the owner of the property purchased and responsible for its control and management.

You may wish to employ professional services to evaluate the state's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the state's offer. The state will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

If you decide to reject the state's offer, the state, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State constitution and laws, the Attorney General will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property.

The Internal Revenue Service (IRS) requires that the state obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. You will be required to complete the attached W-9 form and provide it to the department's agent upon acceptance of the state's offer. If you want additional information, please contact an IRS office.

If you have personal property presently located on the property being acquired by WSDOT that needs to be moved, WSDOT will reimburse you for the cost of moving it through the Relocation Assistance program.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to the undersigned. May we please have your early reply as to acceptance or rejection of this offer?

Thank you.
Sincerely,

Name
Region Administrator

By:
Right of Way Agent
(000) 000-0000

Receipt of this letter is hereby acknowledged. I understand that this acknowledgment does not signify my acceptance or rejection of this offer.

Signature

Date